

Remarks

In the present application, claims 26-50 are pending. Claims 26-50 are rejected. Claims 1-25 have been previously canceled.

Amendment to the Claims

Claim 45 is amended with merely clarifying amendments. Support for this amendment may be found throughout the specification, for example, claims 49-50 as previously presented; Figure 2; and page 5, lines 12-27 (“prices per minute P”); and page 3, lines 19-30 (“allows the subscriber to make a deposit (add money, recharge) into his PrePaid SIM account by entering the identification number of a prepaid voucher”).

Claims 49-50 are canceled without prejudice or disclaimer.

No new matter is added.

Claim Rejection - 35 U.S.C. § 103(a)

The Examiner has rejected claims 26-50 as being unpatentable under 35 U.S.C. § 103(a) over Walker (U.S. Pat. No. 5,825,863), herein Walker, in view of Block (U.S. Pat. No. 5,960,416), herein Block. The Applicant includes the following comments to clearly distinguish the claimed invention over the art cited by the Examiner, and respectfully requests a favorable reconsideration of claims 26-48.

These rejections are respectfully disagreed with, and are traversed below.

The Examiner is respectfully reminded that, in accordance with the MPEP, the Examiner bears the initial burden of factually supporting any prima facie conclusion of obviousness. The key to supporting any rejection under 35 U.S.C. 103 is the clear articulation of the reason(s) why the claimed invention would have been obvious. The Examiner must ascertain the differences between the claimed invention and the prior art. However, the gap between the prior art and the claimed invention may not be so great as to render the claim nonobvious (see MPEP § 2141-2142).

Regarding claim 26, which recites:

“A method comprising:

receiving a request to credit a prepaid account associated with a subscriber, where the request indicates a particular tariff scheme from a plurality of tariff schemes, where a tariff scheme defines how calls are to be charged;

in response to crediting the prepaid account according to the request, setting a current tariff scheme associated with the subscriber to be the particular tariff scheme;

in response to a call being initiated by a subscriber, determining, by a processor, the current tariff scheme; and

charging the prepaid account for the call based at least in part on the current tariff scheme” (emphasis added).

The Examiner acknowledges that Walker does not describe “a request indicates a particular tariff scheme from a plurality of tariff schemes, where a tariff scheme defines how calls are to be charged” as in claim 26. Accordingly, Walker does not disclose or suggest actions (e.g., “setting a current tariff scheme... to be the particular tariff scheme”) being performed based on the “particular tariff scheme” in the request.

The Examiner asserts that Block teaches “a request indicates a particular tariff scheme from a plurality of tariff schemes, where a tariff scheme defines how calls are to be charged” referring to “column 12, lines 53-56, column 8, lines 7-11”.

Consider the disclosure of Block:

“FIG. 3b is a flowchart illustrating an exemplary real time billing process performed by the tandem central office switch shown in FIG. 3a. Referring to FIG. 3b, the process begins at step 3000 at which the tandem CO switch 120 is notified of an incoming interoffice trunk call from the end office CO switch 105. At step 3010, the tandem CO switch 120 receives the telephone number dialed from the end office CO switch 105, requests and receives the calling subscriber number, and checks for a Virtual Subscriber Record (VSUB) for the calling subscriber. The VSUB contains information concerning the subscriber 200 such as account balances, credit information, class of service, record of calls, etc. The VSUB can be stored, for example, in the Billing Data Memory 74 in the tandem CO switch 120” (col. 12, lines 42-56, emphasis added).

“When the use equals the PUL/SUL or the PUC/SCL, the Class of Service (COS) provided to the subscriber can be altered. The COS can be automatically altered according, for example, to a predetermined service provider policy for each subscriber or subscriber class. That is, the COS can be changed in accordance with a predetermined service provider policy. For example, when the pulses used equals the PUL/SUL or the PUC/SUC, the

Processor 60 can prevent any incoming or outgoing calls of any kind, permit incoming calls and inhibit outgoing calls, or permit outgoing local calls but inhibit incoming calls and outgoing long distance calls.

Alternately, the **COS can be altered** when the **difference between the use and the PUL/SUL or PUC/SUC reaches a predetermined amount**. The COS can also be **linked to special promotions or discounts** offered to specific subscribers or classes of subscribers. This can include discounts for volume use or the use of multiple services, etc. For example, **when usage reaches a certain level** during a given period, discounts can be applied to the subscriber billing rates” (col. 7. Line 62 – col. 8, line 14, emphasis added).

As described, the “CO switch 120” “requests and receives the calling subscriber number”, thus, the “CO switch 120” request information (“the calling subscriber number”). There is no disclosure or suggestion that the request for “the calling subscriber number” is a “request to credit a prepaid account associated with a subscriber” as in claim 26. Rather, the request for “the calling subscriber number” is described as part of a “real time billing process”. There is no disclosure or suggest that the request itself “indicates a particular tariff scheme”. Clearly, a request for “the calling subscriber number” is not analogous to a “request to credit a prepaid account associated with a subscriber” that “**indicates a particular tariff scheme** from a plurality of tariff schemes” as in claim 26.

Assuming, arguendo, that the “Class of Service” is analogous to a “tariff scheme” (which the Applicants do not so assert), it is unclear where Block is suggested as teaching that the “COS” is set “in response to crediting the prepaid account according to the request”. Rather, Block teaches the “COS” may be altered “in accordance with a predetermined service provider policy” (e.g., based on “pulses used”), “linked to special promotions or discounts”, “when usage reaches a certain level” or based on various use limits/credits (e.g., “PUL”/”SUL” and “PUC”/”SCL”). However, there is no disclosure or suggest that the change in the “COS” is performed based on crediting any account.

Additionally, it is unclear where Block is suggested as teaching a request that indicates a “Class of Service (COS)”.

Consider further:

“The radio telephone 700a can display the amount remaining in the PUL/SUL or PUC/SUC so that the subscriber can have the option of

authorizing the service provider to charge his/her credit card **to avoid interruption of service**. For example, the radio telephone 700a can be programmed to automatically call the service provider to authorize a charge against the subscriber's credit card, bank account, or other financial resource, when the balance in the radio telephone reaches a predetermined amount" (col. 30, lines 59-67, emphasis added).

As described, Block teaches that a subscriber authorizes a charge "to avoid interruption of service", for example, the case where "use equals the PUL/SUL or the PUC/SCL" and the "Class of Service (COS) provided to the subscriber" is "altered". Assuming, arguendo, that the authorization of a charge is analogous to crediting an account (which the Applicants do not so assert), "crediting" the account is performed to prevent a change of "COS" (for example, when a PUL/SUL or PUC/SUC reaches a predetermined amount). Clearly, Block does not disclose or suggest "in response **to crediting** the prepaid account according to the request, **setting** a current tariff scheme associated with the subscriber to be the particular tariff scheme" indicated in the "request to credit" as in claim 26.

The Examiner asserts that Block teaches "that a subscriber by making a **prearrangement** for a particular class of services, request a particular tariff scheme fro [sic] a plurality of tariff schemes, where a tariff scheme defines how calls are to be charged. See column 26, line 54 to column 27, line 45". The cited portion of Block describes "FIG. 8" which "illustrates an exemplary real time charge routine".

Assuming, arguendo, that Block describes "a particular class of services" which is analogous to "a tariff scheme" that "defines how calls are to be charged" (which the Applicants do not so assert), the subscriber has made a "prearrangement" for the "COS". Thus, there is no suggestion that the "COS" is set based on "a particular tariff scheme" indicated in a "request to credit". Rather, the "COS" is established based on a "prearrangement".

As neither Walker nor Block disclose or suggest "a request to credit a prepaid account" "indicates a particular tariff scheme from a plurality of tariff schemes" and "setting a current tariff scheme... to be the particular tariff scheme" "in response to crediting the prepaid account according to the request" as in claim 26, the combination of Walker and Block

(which the Applicants do not assert there is a motivation to so combine or that such a combination is feasible), herein Walker-Block, also does not disclose or suggest these elements of claim 26. As Walker-Block does not disclose or suggest all elements of claim 26, claim 26 is not made obvious by Walker-Block. For at least this reason, claim 26 is in condition for allowance.

Even if one could combine Walker and Block (which the Applicants do not assert there is a motivation to so combine or that such a combination is feasible), the resulting combination would not make obvious the claim 26. While the hypothetical combination might allow for “real time subscriber billing” (see Abstract of Block) in a system that enables “prepayment of telephone call charges in connection with a calling-card” (see Abstract Walker), there is no disclosure or suggestion that a “prepayment” would cause the system to alter the way the subscriber is “billed” (e.g., changing the billing rates applied).

As claims 35 and 45 recite similar language to that discussed above with reference to claim 26; claims 35 and 45 are likewise in condition for allowance. Claims 27-34, 36-44 and 46-48 depend upon claims 26, 35 and 45. For at least this reason, they are likewise in condition for allowance.

Further, regarding claim 45, which now recites:

“An apparatus comprising:

means for receiving a request to credit a prepaid account associated with a subscriber, where **a voucher is used to credit the prepaid account** and the request comprises a **voucher identifier** for the voucher, where the voucher identifier is **associated with a voucher type** that is associated with a particular tariff scheme from a plurality of tariff schemes, where a tariff scheme defines at least one price per minute for charging calls;

means for **determining whether the voucher type is an allowed voucher type for the prepaid account** in response to receiving the request;

means for crediting the prepaid account according to the request **in response to determining that the voucher type is an allowed voucher type**

means for setting a current tariff scheme associated with the subscriber to be the particular tariff scheme associated with the voucher identifier in response to crediting the prepaid account according to the request;

means for determining the current tariff scheme in response to a call being initiated by a subscriber; and

means for charging the prepaid account for the call based at least in part on the current tariff scheme” (emphasis added).

Claim 45, as presently presented, recites subject matter previously presented in claim 49 and 50. Regarding claims 30-32, 39-41 and 49-50, the Examiner acknowledges that Walker does not teach “different types of vouchers”. Block is not suggested as teaching “different types of vouchers”.

The Examiner also asserts that Walker teaches “tariffs may be in time units, monetary values and unit values. Charging or billing one tariff model **to a type of voucher** would have been left as an agreement between users and the owners of the system in Walker” (emphasis added). It is unclear where Walker is interpreted as teaching that “Charging or billing one tariff model **to a type of voucher**”. As noted, Walker does not teach “different types of vouchers”; thus, Walker does not teach billing the “different types of vouchers”. Furthermore, there is no disclosure or suggestion of agreements between “users and the owners” regarding billing of vouchers.

The MPEP and C.F.R. state:

“The goal of examination is to **clearly articulate** any rejection early in the prosecution process so that the applicant has the opportunity to provide evidence of patentability and otherwise reply completely at the earliest opportunity” (MPEP §706, emphasis added).

“In rejecting claims for want of novelty or for obviousness, the examiner must cite the best references at his or her command. When a reference is complex or shows or describes inventions other than that claimed by the applicant, the **particular part relied on must be designated as nearly as practicable**. The pertinence of each reference, if not apparent, must be **clearly explained** and each rejected claim specified” (37 C.F.R. §1.104(c)(2), emphasis added).

Should the Examiner maintain these rejections, the Applicants respectfully request the Examiner “clearly articulate” “as nearly as practicable” the basis for these rejections, for example, where Walker is suggested as teaching agreements between “users and the owners” **regarding billing of vouchers**. It is unclear what portions of the cited references are specifically being relied upon as allegedly disclosing/teaching the claimed invention.

Walker teaches “the calling-card account capable of being continuously recharged from a linked credit account, bank account or the like” (see Abstract) and that a “calling-card may be “recharged” by purchasing additional time” (see col. 2, lines 7-9). Walker also teaches that

the “If the associated cardholder account has insufficient funds to pay for the cost of the telephone call, then a second account, such as a credit card or checking account, may be charged at step 46 and the balance of the calling-card account can be credited at step 48” (see col. 4, lines 46-51). As described, the “calling-card account” is credited funds from the “credit card or checking account”. In fact, Walker teaches to link “payment to **some other cardholder account** to simplify the recharging procedure in the event that additional calling time is desired” (see col. 2, lines 26-28, emphasis added). Clearly, a “cardholder account” is not analogous to a “voucher”. Thus, Walker does not disclose or suggest that a “cardholder account” is credited based on a “voucher”.

Assuming, arguendo, that a “cardholder account” is analogous to a “voucher” (which the Applicants do not so assert), there is no disclosure or suggestion that the “cardholder account” is determined to be an “allowed” “cardholder account”. Additionally, there is no disclosure or suggestion that the rates of the “calling-card account” would be impacted by the “cardholder account” being used to credit the “calling-card account”.

In an alternative, assuming, arguendo, that a “calling-card account” is analogous to a “voucher” (which the Applicants do not so assert), there is no disclosure or suggestion to credit a different account from on the “calling-card account”. Rather, Walker teaches that the “calling-card account” is “credited” while the “cardholder account” is “charged”. Assuming further that the “calling-card account” may be charged in order to reimburse the “cardholder account” (which the Applicants do not assert Walker teaches), there is no disclosure or suggestion that this would cause the “calling-card account” to be checked to determine whether it is “an allowed” “calling-card account”. Use of this alternative would lead to an unlikely interpretation that “calling-card account” is used to credit the “cardholder account” (e.g., a “credit card” or “bank account”) which is contradictory to the aim of simplifying “the recharging procedure in the event that additional calling time is desired” since this would remove money/credits from the “calling-card account”.

Furthermore, as Walker does not disclose or suggest “different types of vouchers”, it is unclear where Walker is suggested as teaching a “voucher identifier”. Correspondingly, Walker does not teach that a “voucher identifier” is provided in a “request to credit a prepaid account”.

Clearly, Walker does not teach or disclose “means for determining whether the voucher type is an allowed voucher type for the prepaid account in response to receiving the request” as in claim 45.

It is noted that Block teaches “The **appropriate time for the charge to be accumulated** can be prior to, during, or after a communication is completed, depending, for example, **on a prearranged agreement** between the service provider and the subscriber” (see col. 26, line 54 – col. 27, line 45). However, as described, the agreement describes when charges are “accumulated”. There is no disclosure or suggestion regarding vouchers or vouchers being “used to credit the prepaid account” or related agreements.

As seen above, neither Block nor Walker disclose or suggest “different types of vouchers”. Thus, Walker does not disclose or suggest issues related to various types of vouchers”. Clearly, Walker does not disclose or suggest “the request comprises a voucher identifier and the particular tariff scheme is a tariff scheme associated with the voucher identifier” as in claim 30. Likewise, Walker does not disclose or suggest a “voucher identifier” and “a tariff scheme associated with the voucher identifier” as in claim 30 and handling based on a “voucher type” associated with “the voucher identifier” as in claim 31 (“determining whether the voucher type is an allowed voucher type for the prepaid account”) and 32 (actions to perform “in response to determining that the voucher type is not an allowed voucher type”).

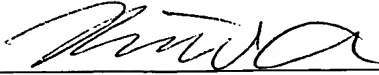
In light of the discussion above, the Applicant respectfully asserts that a prima facie case for obviousness was not presented as required by the court in *In re Lee*. As such, the Applicant respectfully requests that the Examiner reconsider and withdraw these rejections to claims 26-48.

For the foregoing reasons, the Applicant believes that each and every issue raised by the Examiner has been adequately addressed and that this application is in condition for allowance. As such, early and favorable action is respectfully solicited.

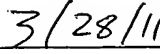
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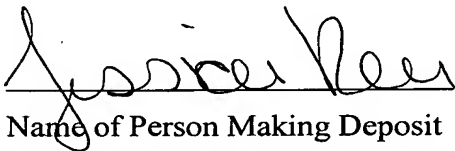
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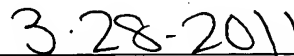
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